

July 27, 2009

John Henry Doe, Principal
c/o 123 Main Street
Huntington Beach, California
Non-domestic without the United States

Sam Smith, CFO
c/o ABC Bank
333 Bankers Street
Los Angeles, California 90212

Re: JOHN H. DOE, ACCOUNT NO. 0123456789

FIDUCIARY APPOINTMENT & AUTHORIZATION

POWER OF AUTHORITY

I, John Henry Doe, hereinafter "Principal", being duly sworn, depose and say that I have the authority and broad general power of attorney to grant, convey, assign, pledge and authorize all the authorities, sureties, assets, duties, contracts, and instruments contained herein and enclosed herewith and hereby execute this Fiduciary Appointment & Authorization, hereinafter "Contract", this 27th day of July, 2009.

APPOINTMENT

The Principal hereby appoints Sam Smith, hereinafter "Fiduciary", to faithfully execute the setoff, settlement and closure of the above-referenced account for JOHN H. DOE, Account No. 0123456789, hereinafter "Account", held by ABC Bank, hereinafter "Financial Institution", and to faithfully execute all the duties set forth herein with the authorities granted herein.

AUTHORITIES

The Principal hereby grants the Fiduciary the following authorities:

- (1) The Fiduciary is hereby authorized to delegate or subdelegate any of the authorities granted herein to any third party of his/her choosing, provided that any such delegation or subdelegation is made in writing, this written record must specify the extent and nature of powers delegated, along with the length of time that such delegation will be in effect.
- (2) The Fiduciary is hereby authorized to setoff, settle, discharge and close the Account.
- (3) The Fiduciary is hereby authorized to use any funds and/or assets in escrow released pursuant to the GSA Optional Form 91, enclosed herewith and incorporated herein by this reference, hereinafter "Form 91", by the Financial Institution for JOHN H. DOE, hereinafter "Beneficiary", and to use said funds and/or assets exclusively for the settlement, setoff, and discharge of any and all debts, obligations, or liabilities associated with the Account.
- (4) The Fiduciary is hereby authorized to negotiate, endorse and/or ledger the instruments, the statement with a bankers' acceptance and the endorsed payment coupon, hereinafter "Instruments", enclosed herewith, for the settlement and closure of the Account.
- (5) The Fiduciary is hereby authorized to use any and all of the assets pledged pursuant the GSA Standard Form 28, Affidavit of Individual Surety, enclosed herewith and incorporated herein by this reference, hereinafter "Form 28", for the settlement, setoff, and discharge of any and all debts, obligations, or liabilities associated with the Account and as surety to indemnify the Fiduciaries performance with regards to this Contract, the Form 91, and the Instruments.
- (6) The Fiduciary is hereby authorized to use the account and routing numbers and/or bond numbers provided on the Instruments for the setoff, settlement and closure of the Account.
- (7) The Fiduciary is hereby authorized to release any and all funds and/or assets remaining after the setoff, settlement and closure of the Account to the Principal.
- (8) The Fiduciary is hereby authorized to ledger the IRS Form 1099-A, hereinafter "Information Return", enclosed herewith, against the Account for the Financial Institution.

SURETY

I, the undersigned, being duly sworn, depose and say that:

- (1) The Principal is a surety to this Contract and any and all bond(s) and instrument(s) enclosed herewith;
- (2) The Beneficiary is a surety to this Contract and any and all bond(s) and instrument(s) enclosed herewith;
- (3) The Principal and Beneficiary hereby pledge the following assets as surety in support of any and all bond(s) and instrument(s) enclosed herewith and the fiduciary duties set forth by this Contract and the Form 91:

- i. **Account Statement**, indorsed with bankers' acceptance;
 - ii. **Payment Coupon**, authorized and indorsed;
 - iii. Assets and/or funds held in escrow for the Beneficiary and the Account held by the Financial Institution;
 - iv. Asset account no. **12345678** referenced on **Account Statement** and **Payment Coupon** with routing no. **061000146**; and
 - v. Exemption Bond no. **F12345678**.
- (4) The Principal and Beneficiary hereby indemnify the performance of the Fiduciary in regards to the authorities granted herein and the duties set forth herein.
 - (5) The Principal and Beneficiary hereby indemnify the performance of the Fiduciary as the custodian pursuant to the Form 91.

DUTIES OF THE FIDUCIARY

The Principal hereby directs the Fiduciary to perform the following duties within ten (10) days of the postmark of this Contract:

- (1) Pursuant to the Form 91, the Fiduciary is hereby directed to use the personal property released from escrow exclusively for the settlement, setoff, and/or discharge of any and all debts, obligations, or liabilities associated with the Account.
- (2) The Fiduciary is hereby directed to settle, setoff, and/or discharge any and all debts, obligations, or liabilities associated with the Account.
- (3) The Fiduciary is hereby directed to negotiate, endorse, and/or ledger the Instruments for the settlement, setoff, and/or discharge of any and all debts, obligations, or liabilities associated with the Account for the benefit of the Beneficiary.
- (4) The Fiduciary is hereby directed to ledger the Information Return against the Account for the Financial Institution.
- (5) The Fiduciary is hereby directed to issue a Statement of Account showing a Zero (\$0.00) dollars balance for the Account to the Principal.
- (6) The Fiduciary is hereby directed to release any and all funds and/or assets remaining after the setoff, settlement and closure of the Account to the Principal.

ACCEPTANCE AND REFUSAL

This Contract shall be deemed accepted by the Fiduciary if a refusal to the appointment, authorities, and duties is not received by the Principal at the address given above within ten (10) days of the postmark of this Contract. Any refusal of this Contract must be accompanied by a sworn affidavit, signed under penalty of perjury, and stating that the Fiduciary does NOT have the capacity, authority, obligation, and duty to:

- (1) Setoff, settle and close the Account.
- (2) Accept an appointment as a fiduciary.
- (3) Negotiate, endorse, or ledger the Instruments against the Account for the benefit of the Beneficiary.
- (4) Perform the duties as the custodian pursuant to the Form 91.
- (5) Ledger the Information Return against the Account held by the Financial Institution for the benefit of the Beneficiary.
- (6) Issue a Statement of Account showing a Zero (\$0.00) dollars balance for the Account to the Principal.

If the Fiduciary needs additional time to perform the duties set forth in this Contract, the Fiduciary may request said additional time by written request to the Principal within ten (10) days from the postmark of this Contract and said request must provide good cause. Any requests for additional time shall not exceed thirty (30) days from the postmark of this Contract. The Principal reserves the right to deny any requests for additional time.

LIABILITY OF THE FIDUCIARY

The Fiduciary's failure to perform the duties set forth in this Contract, within the time allotted to perform said duties, will comprise the Fiduciary's agreement to the following:

- (1) The Fiduciary waives all rights, defenses, and immunities.
- (2) The Fiduciary accepts personally liability up to ten (10) times the face value of the Instruments.
- (3) The Fiduciary accepts the filing of the IRS Form 3949a, Information Referral, with the Internal Revenue Service for the Fiduciary's violation of income tax law.
- (4) The Fiduciary accepts the filing of any documents and public records reporting the lien right of the Principal in relation to the Fiduciary's breach of this Contract.
- (5) The Fiduciary accepts that the Fiduciary's public hazard bond and/or limited liability insurance policy shall be surety for any liens or levies executed by the Principal for the Fiduciary's breach of this Contract.
- (6) The Fiduciary accepts that the Fiduciary's real property, personal property, fixtures, and accounts shall be surety for any liens or levies executed by the Principal for the Fiduciary's breach of this Contract.

PREVIOUS AGREEMENTS AND CONTRACTS

This Contract supersedes all other agreements, whether written or oral, between the Beneficiary and the Financial Institution relating to the Account. The Principal hereby revokes and rescinds any and all prior grants, conveyances, notes, trusts, agreements and/or contracts by and/or between the Financial Institution and the Beneficiary.

GOVERNING LAW; SEVERABILITY

Private International Law shall govern and enforce this Contract. Should applicable laws deem any part or portion of this Contract as invalid or unenforceable, the remaining provisions shall not be affected, and shall be enforced to as great an extent as possible.

RESERVATION OF RIGHTS

The Principal hereby reserves all rights, remedies, defenses and immunities.

IN WITNESS WHEREOF I hereunto set my hand and seal on this **27th day of July, 2009** and hereby certify all the statements made above are true, correct and complete.

Date: _____

Signed: _____ (seal)
John Henry Doe, Principal

State of _____)
) ss:
County of _____)

JURAT

Subscribed and sworn to (or affirmed) before me on this **27th** day of **July**, **2009**, by **John Henry Doe**, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(seal)

Signature